

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J		PAGE 1 OF 3 PAGES		
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		SPE8ED		7. ADMINISTERED BY (If other than Item 6) CODE		SPE8ED	
DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT CONTAINERS 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Francis Brady PEPCDB4 Tel: 215-737-9187 Email: francis.brady@dla.mil				DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT CONTAINERS 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
SONO INTERNATIONAL, LLC DBA SONO INTERNATIONAL 15 BROOKWOOD LN WESTON CT 06883-1201 USA						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SPE8ED16M0739	
						10B. DATED (SEE ITEM 13) 2016 MAY 05	
CODE 5M9L6		FACILITY CODE					

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Supplies/Services: 8150-01-463-8553  
PR: 0062012539 / 0062741484

See Continuation Sheet

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ogden Howard PEPCDD3	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Ogden Howard (Signature of Contracting Officer)	16C. DATE SIGNED 2016 AUG 31

The Stop Work Order issued on July 5, 2016 is hereby lifted and SONO INTERNATIONAL, LLC DBA SONO INTERNATIONAL may resume performance under the reference purchase order.

Delivery is hereby extended to 120 days from the date of this modification.  
The new required delivery date for this purchase order is January 28, 2017.

SONO INTERNATIONAL, LLC DBA SONO INTERNATIONAL will fully comply with DFARS 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA, and will utilize U.S.-flag vessels to ship all containers being produced and sourced overseas, including one-time usage containers, for purposes of this order.

There will be no change or adjustment in price. The total award price remains \$2,628,990.00.

The following CLIN(s) ( )Prices ( )Quantities (x)Delivery Dates have been changed to extent indicated below.

CLIN	Old Delivery Date	New Delivery Date
0001	09/02/2016	01/28/2017
0002	09/02/2016	01/28/2017

CONTINUED ON NEXT PAGE

**Attachments**

**List of Attachments**

Description	File Name
ATTACH.SPE8ED16M0739P00001	SPE8ED16M0739P00001

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER See Schedule		PAGE 1 OF 24	
2. CONTRACT NO. SPE8ED-16-M-0739		3. AWARD/EFFECTIVE DATE 2016 MAY 05		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE8ED-16-Q-0357	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME 2016 MAR 31	
9. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT CONTAINERS 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Francis Brady PEPCDB4 Tel: 215-737-9187 Email: francis.brady@dla.mil				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB NAICS: 332439 <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> 8 (A) SIZE STANDARD: SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING DO-C9	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: A PAS: None		17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
17a. CONTRACTOR/ OFFEROR SONO INTERNATIONAL, LLC DBA SONO INTERNATIONAL 15 BROOKWOOD LN WESTON CT 06883-1201 USA TELEPHONE NO. 2032938031		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See Schedule					
25. ACCOUNTING AND APPROPRIATION DATA BX: 97X4930 5CBX 001 2620 S33189 \$2628990.00						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,628,990.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED 0000-00-00. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Ogden Howard ogden.howard@dla.mil PEPCDD3		31c. DATE SIGNED 2016 MAY 05	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

This unrestricted acquisition is being processed under the authority of FAR 13.5, "Test Program for Certain Commercial Items" and therefore will utilize simplified procedures for soliciting competition, evaluation, and award documentation and notification that comply with FAR 13.1.

Ship to Addresses is:  
Blue Grass Army Depot, KY  
2091 Kingston, Hwy  
Richmond, KY 40475-500

The customer has lift capabilities.

POC:  
  
W22P1H  
Ms. Sandy Simpson  
2091 Kingston Hwy  
Richmond, KY 40475-500  
(859) 779-6227  
sandra.d.simpson2.civ@mail.mil

Please contact the POC 48 hours prior to delivery.

Color: TAN

Owner BIC code engraved on the CSC data plate in the owner's section of the CSC data plate.

ISO Containers must comply with the new International Convention for Safe Containers (CSC), 2014 Edition.

The Identification number on the CSC plate will be the manufactures' identification number and no longer the owners' identification number.

Containers must comply IAW ISO standards.

ISO Markings are to be stenciled and not vinyl applied.

Registered BIC owner-code (USAU) stenciled per ISO 6346.

USAU2424016	USAU2425687	USAU2451942
USAU2424021	USAU2425692	USAU2451958
USAU2424037	USAU2425706	USAU2451963
USAU2424042	USAU2425711	USAU2451979
USAU2424058	USAU2425727	USAU2451984
USAU2424063	USAU2425732	USAU2452002
USAU2424079	USAU2425748	USAU2452018
USAU2424084	USAU2425753	USAU2452023
USAU2424103	USAU2425769	USAU2452039
USAU2424119	USAU2425774	USAU2452044
USAU2424124	USAU2425795	USAU2452065
USAU2424145	USAU2425809	USAU2452070
USAU2424150	USAU2425814	USAU2452086
USAU2424166	USAU2425835	USAU2452091
USAU2424171	USAU2425840	USAU2452105
USAU2424187	USAU2425856	USAU2452110
USAU2424192	USAU2425861	USAU2452126

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USAU2424206	USAU2425877	USAU2452131
USAU2424211	USAU2425882	USAU2452147
USAU2424227	USAU2425898	USAU2452152
USAU2424232	USAU2425901	USAU2452168
USAU2424248	USAU2425917	USAU2452173
USAU2424253	USAU2425922	USAU2452189
USAU2424269	USAU2425938	USAU2452194
USAU2424274	USAU2425943	USAU2452208
USAU2424295	USAU2425959	USAU2452213
USAU2424309	USAU2425964	USAU2452229
USAU2424314	USAU2425985	USAU2452234
USAU2424335	USAU2425990	USAU2452255
USAU2424340	USAU2426003	USAU2452260
USAU2424356	USAU2426019	USAU2452276
USAU2424361	USAU2426024	USAU2452281
USAU2424377	USAU2426045	USAU2452297
USAU2424382	USAU2426050	USAU2452300
USAU2424398	USAU2426066	USAU2452316
USAU2424401	USAU2426071	USAU2452321
USAU2424417	USAU2426087	USAU2452337
USAU2424422	USAU2426092	USAU2452342
USAU2424438	USAU2426106	USAU2452358
USAU2424443	USAU2426111	USAU2452363
USAU2424459	USAU2426127	USAU2452379
USAU2424464	USAU2426132	USAU2452384
USAU2424485	USAU2426148	USAU2452403
USAU2424490	USAU2426153	USAU2452419
USAU2424504	USAU2426169	USAU2452424
USAU2424525	USAU2426174	USAU2452445
USAU2424530	USAU2426195	USAU2452450
USAU2424546	USAU2426209	USAU2452466
USAU2424551	USAU2426214	USAU2452471
USAU2424567	USAU2426235	USAU2452487
USAU2424572	USAU2426240	USAU2452492
USAU2424588	USAU2426256	USAU2452506
USAU2424593	USAU2426261	USAU2452511
USAU2424607	USAU2426277	USAU2452527
USAU2424612	USAU2426282	USAU2452532
USAU2424628	USAU2426298	USAU2452548
USAU2424633	USAU2426301	USAU2452553
USAU2424649	USAU2426317	USAU2452569
USAU2424654	USAU2426322	USAU2452574
USAU2424675	USAU2426338	USAU2452595
USAU2424680	USAU2426343	USAU2452609
USAU2424696	USAU2426359	USAU2452614
USAU2424715	USAU2426364	USAU2452635
USAU2424720	USAU2426385	USAU2452640
USAU2424736	USAU2426390	USAU2452656
USAU2424741	USAU2426404	USAU2452661
USAU2424757	USAU2426425	USAU2452677
USAU2424762	USAU2426430	USAU2452682
USAU2424778	USAU2426446	USAU2452698
USAU2424783	USAU2426451	USAU2452701
USAU2424799	USAU2426467	USAU2452717
USAU2424802	USAU2426472	USAU2452722

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8ED-16-M-0739	PAGE 5 OF 24 PAGES
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USAU2424818	USAU2450015	USAU2452738
USAU2424823	USAU2450020	USAU2452743
USAU2424839	USAU2450036	USAU2452759
USAU2424844	USAU2450041	USAU2452764
USAU2424865	USAU2450057	USAU2452785
USAU2424870	USAU2450062	USAU2452790
USAU2424886	USAU2450078	USAU2452804
USAU2424891	USAU2450083	USAU2452825
USAU2424905	USAU2450099	USAU2452830
USAU2424910	USAU2450102	USAU2452846
USAU2424926	USAU2450118	USAU2452851
USAU2424931	USAU2450123	USAU2452867
USAU2424947	USAU2450139	USAU2452872
USAU2424952	USAU2450144	USAU2452888
USAU2424968	USAU2450165	USAU2452893
USAU2424973	USAU2450170	USAU2452907
USAU2424989	USAU2450186	USAU2452912
USAU2424994	USAU2450191	USAU2452928
USAU2425007	USAU2450205	USAU2452933
USAU2425012	USAU2450210	USAU2452949
USAU2425028	USAU2450226	USAU2452954
USAU2425033	USAU2450231	USAU2452975
USAU2425049	USAU2450247	USAU2452980
USAU2425054	USAU2450252	USAU2452996
USAU2425075	USAU2450268	USAU2453009
USAU2425080	USAU2450273	USAU2453014
USAU2425096	USAU2450289	USAU2453035
USAU2425115	USAU2450294	USAU2453040
USAU2425120	USAU2450308	USAU2453056
USAU2425136	USAU2450313	USAU2453061
USAU2425141	USAU2450329	USAU2453077
USAU2425157	USAU2451412	USAU2453082
USAU2425162	USAU2451428	USAU2453098
USAU2425178	USAU2451433	USAU2453101
USAU2425183	USAU2451449	USAU2453117
USAU2425199	USAU2451454	USAU2453122
USAU2425202	USAU2451475	USAU2453138
USAU2425218	USAU2451480	USAU2453143
USAU2425223	USAU2451496	USAU2453159
USAU2425239	USAU2451515	USAU2453164
USAU2425244	USAU2451520	USAU2453185
USAU2425265	USAU2451536	USAU2453190
USAU2425270	USAU2451541	USAU2453204
USAU2425286	USAU2451557	USAU2453225
USAU2425291	USAU2451562	USAU2453230
USAU2425305	USAU2451578	USAU2453246
USAU2425310	USAU2451583	USAU2453251
USAU2425326	USAU2451599	USAU2453267
USAU2425331	USAU2451602	USAU2453272
USAU2425347	USAU2451618	USAU2453288
USAU2425352	USAU2451623	USAU2453293
USAU2425368	USAU2451639	USAU2453307
USAU2425373	USAU2451644	USAU2453312
USAU2425389	USAU2451665	USAU2453328
USAU2425394	USAU2451670	USAU2453333



USAU2425408	USAU2451686	USAU2453349
USAU2425413	USAU2451691	USAU2453354
USAU2425429	USAU2451705	USAU2453375
USAU2425434	USAU2451710	USAU2453380
USAU2425455	USAU2451726	USAU2453396
USAU2425460	USAU2451731	USAU2453415
USAU2425476	USAU2451747	USAU2453420
USAU2425481	USAU2451752	USAU2453436
USAU2425497	USAU2451768	USAU2453441
USAU2425500	USAU2451773	USAU2453457
USAU2425516	USAU2451789	USAU2453462
USAU2425521	USAU2451794	USAU2453478
USAU2425537	USAU2451808	USAU2453483
USAU2425542	USAU2451813	USAU2453499
USAU2425558	USAU2451829	USAU2453502
USAU2425563	USAU2451834	USAU2453518
USAU2425579	USAU2451855	USAU2453523
USAU2425584	USAU2451860	USAU2453539
USAU2425603	USAU2451876	USAU2453544
USAU2425619	USAU2451881	USAU2453565
USAU2425624	USAU2451897	USAU2453570
USAU2425645	USAU2451900	USAU2453586
USAU2425650	USAU2451916	USAU2453591
USAU2425666	USAU2451921	USAU2453605
USAU2425671	USAU2451937	

SUPPLIES/SERVICES: 8150-01-463-8553

## ITEM DESCRIPTION:

ISO CARGO CONTAINER  
 20' LENGTH X 8' WIDTH X 8' 6" HEIGHT  
 SEA/LAND CARGO CONTAINER  
 14 GAUGE CORRUGATED STEEL SIDES, 14 GAUGE STEEL  
 ROOF, 14 GAUGE LOCKING STEEL DOUBLE END SWING  
 DOORS ON ONE END. 7 GAUGE STEEL END FRAMES  
 1 1/8 IN. THICK MARINE WOOD FLOORS, FORKLIFT  
 TESTED TO 16,000 LBS PER 44 SQUARE INCHES.  
 FORKLIFT POCKETS, THE CONTAINER I/A/W ISO 668  
 AND ISO 1496-1, COLOR: TAN  
 VENTS 2 EACH, CARGO CONTAINERS ARE TO BE NEW OR  
 ONE TIME USAGE ONLY. MUST BE CERTIFIABLE TO CSC  
 AND IMDG STANDARDS. ONE TIME USED CONTAINERS ARE  
 NOT TO EXCEED ONE YEAR FROM DATE OF MANUFACTURE.

FULL AND OPEN COMPETITION APPLY

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	8150-01-463-8553	255.000	EA	\$ 5,778.00000	\$ 1,473,390.00
	CONTAINER, FREIGHT				
	,G				

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE: 2016 SEP 02

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED IN ACCORDANCE WITH ASTM D 3951.

## Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply:

- ,,All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.
- ,,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
- ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: 8150-01-463-8553 CONT'D

BULK BREAK POINT:

W22P1H  
W0L7 BLUE GRASS ARMY DEPOT  
BLUE GRASS ARMY DEPOT  
431 BATTLEFIELD MEMORIAL HIGHWAY  
RICHMOND KY 40475-5070  
US

SHIP BY FASTEST TRACEABLE MEANS. DO NOT USE PARCEL POST.

FREIGHT SHIPPING ADDRESS:

W22P1H  
W0L7 BLUE GRASS ARMY DEPOT  
BLUE GRASS ARMY DEPOT  
431 BATTLEFIELD MEMORIAL HIGHWAY  
RICHMOND KY 40475-5070  
US

M/F:(TCN) W22P1H5217MAR1  
RDD:  
PROJ TP 1  
SUP ADD SC0503 SIG B

FOR GOVERNMENT USE ONLY:IPD 03

DIC A0A DIST ADV FC XP

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	8150-01-463-8553	200.000	EA	\$ 5,778.00000	\$ 1,155,600.00
	CONTAINER,FREIGHT				
	,G				

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE: 2016 SEP 02

PREP FOR DELIVERY:

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SUPPLY/SERVICE: 8150-01-463-8553 CONT'D

PKGING DATA-QUP:001

SHALL BE PACKAGED IN ACCORDANCE WITH ASTM D 3951.

Markings Paragraph  
 When ASTM D3951, Commercial Packaging is specified, the following apply:  
 •,,All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.  
 •,,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.  
 •,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

BULK BREAK POINT:

W22P1H  
 W0L7 BLUE GRASS ARMY DEPOT  
 BLUE GRASS ARMY DEPOT  
 431 BATTLEFIELD MEMORIAL HIGHWAY  
 RICHMOND KY 40475-5070  
 US

SHIP BY FASTEST TRACEABLE MEANS. DO NOT USE PARCEL POST.

FREIGHT SHIPPING ADDRESS:

W22P1H  
 W0L7 BLUE GRASS ARMY DEPOT  
 BLUE GRASS ARMY DEPOT  
 431 BATTLEFIELD MEMORIAL HIGHWAY  
 RICHMOND KY 40475-5070  
 US

M/F:(TCN) W22P1H6069MAR1  
 RDD:  
 PROJ TP 1  
 SUP ADD SC0503 SIG B

FOR GOVERNMENT USE ONLY:IPD 03

DIC A0A DIST ADV FC XP

GOVT USE

ITEM	PR	External		External		External		Customer RDD/	
		PRLI	PR	PRLI	Material			Need	Ship Date
0001	0062012539	0001	N/A	N/A	8145014638553			N/A	
0002	0062741484	0001	N/A	N/A	8145014638553			N/A	

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**Part 12 Clauses**

**52.212-04 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2015) FAR**

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, contract line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;
    - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
  - (2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.—
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
  - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—
    - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
    - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).
  - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - (v) Amounts shall be due at the earliest of the following dates:
    - (A) The date fixed under this contract.
    - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
    - (A) The date on which the designated office receives payment from the Contractor;
    - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
    - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
  - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
  - (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
    - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
    - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
  - (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
  - (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
  - (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
  - (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
  - (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), et seq., Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> by calling 1-888-227-2423 or 269-961-5757.

**52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAR 2016) FAR**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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*[Contracting Officer check as appropriate.]*

\_\_\_ 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ [Reserved]

\_\_\_ 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ [Reserved]

\_\_\_ (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

X (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ [Reserved]

\_\_\_ (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).

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<p>___ (ii) Alternate I (Oct 2001) of 52.219-9.</p> <p>___ (iii) Alternate II (Oct 2001) of 52.219-9.</p> <p>___ (iv) Alternate III (Oct 2015) of 52.219-9.</p> <p>___ 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).</p> <p>___ 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).</p> <p>___ 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).</p> <p>___ 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).</p> <p>_X_ 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).</p> <p>___ 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).</p> <p>___ 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).</p> <p>_X_ 52.222-3, Convict Labor (June 2003) (E.O. 11755).</p> <p>_X_ 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).</p> <p>_X_ 52.222-21, Prohibition of Segregated Facilities (Apr 2015).</p> <p>_X_ 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).</p> <p>_X_ 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).</p> <p>_X_ 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).</p> <p>_X_ 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).</p> <p>_X_ 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).</p> <p>___ (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>___ 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)</p> <p>___ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p>___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p>___ (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514</p>		
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<p>___ (ii) Alternate I (Oct 2015) of 52.223-13.</p> <p>___ (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).</p> <p>___ (ii) Alternate I (Jun 2014) of 52.223-14.</p> <p>___ 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).</p> <p>___ (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).</p> <p>___ (ii) Alternate I (Jun 2014) of 52.223-16.</p> <p><u>_X_</u> 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).</p> <p>___ 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).</p> <p>___ (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).</p> <p>___ (ii) Alternate I (May 2014) of 52.225-3.</p> <p>___ (iii) Alternate II (May 2014) of 52.225-3.</p> <p>___ (iv) Alternate III (May 2014) of 52.225-3.</p> <p>___ 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, <i>et seq.</i>, 19 U.S.C. 3301 note).</p> <p>___ 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).</p> <p>___ 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).</p> <p>___ 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).</p> <p>___ 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).</p> <p>___ 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).</p> <p>___ 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).</p> <p><u>_X_</u> 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).</p> <p>___ 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).</p> <p>___ 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).</p> <p>___ 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).</p> <p>___ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).</p>		
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\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

\_\_\_ 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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<p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).</p> <p>(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.</p> <p>(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).</p> <p>(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).</p> <p>(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).</p> <p>(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).</p> <p>(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).</p> <p>(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).</p> <p>(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).</p> <p>(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)</p> <p>(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)</p> <p>(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).</p> <p>(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).</p> <p>(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).</p> <p>(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p>(End of Clause)</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

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<p><b>52.202-01 DEFINITIONS (NOV 2013) FAR</b></p> <p><b>52.203-03 GRATUITIES (APR 1984) FAR</b></p> <p><b>52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR</b></p> <p><b>52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR</b></p> <p><b>52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR</b></p> <p><b>52.203-08 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR</b></p> <p><b>52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR</b></p> <p><b>52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR</b></p> <p><b>252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS</b></p> <p><b>252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS</b></p> <p><b>252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (OCT 2015) DFARS</b></p> <p>(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.</p> <p>(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.</p> <p>(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.</p> <p>(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.</p> <p>(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.</p> <p>(End of clause)</p> <p><b>52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR</b></p> <p><b>52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR</b></p> <p><b>252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS</b></p> <p><b>252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS</b></p> <p><b>252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS</b></p> <p><b>52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR</b></p> <p><b>252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015) DFARS</b></p>		
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**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR**

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**

**252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

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(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:  
(Offeror insert information for each SPI process)

**SPI Process:**

\_\_\_\_\_

**Facility:**

\_\_\_\_\_

**Military or Federal Specification or Standard:**

\_\_\_\_\_

**Affected Contract Line Item Number, Subline Item Number, Component, or Element:**

\_\_\_\_\_

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**252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS**

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(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I— Packaged operational rations.
- (B) Class II — Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP — Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV — Construction and barrier materials.
- (E) Class VI — Personal demand items (non-military sales items).
- (F) Subclass of Class VIII — Medical materials (excluding pharmaceuticals, biologicals, and reagents — suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX — Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—
- (B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall—

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<p>(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;</p> <p>(2) Use passive tags that are readable; and</p> <p>(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.</p> <p>(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <a href="http://www.epcglobalinc.org/standards/">http://www.epcglobalinc.org/standards/</a>.</p> <p>(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.</p> <p>(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at <a href="http://www.acq.osd.mil/log/rfid/tag_data.htm">http://www.acq.osd.mil/log/rfid/tag_data.htm</a>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.</p> <p>(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).</p> <p>(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS <a href="#">252.232-7003</a>, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.</p> <p>(End of clause)</p> <p><b>52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD</b></p> <p><b>52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD</b></p> <p><b>52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016) FAR</b></p> <p><b>52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR</b></p> <p><b>52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR</b></p> <p><b>52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) FAR</b></p> <p><b>52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR</b></p> <p><b>52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015) FAR</b></p> <p><b>52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR</b></p> <p><b>52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR</b></p> <p><b>252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012) DFARS</b></p> <p><b>252.225-7021 TRADE AGREEMENTS (OCT 2015) DFARS</b></p> <p><b>252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS</b></p> <p><b>52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR</b></p> <p><b>52.232-17 INTEREST (MAY 2014) FAR</b></p> <p><b>52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR</b></p> <p><b>252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS</b></p> <p><b>52.242-13 BANKRUPTCY (JUL 1995) FAR</b></p>		
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**52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS**

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

**I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.**

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

**52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR**

**52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR**

**52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD**

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

**52.247-34 F.O.B. DESTINATION (NOV 1991) FAR**

**52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR**

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

**(1) To be completed by the offeror:**

**(i) Type of container:**

Wood Box [ ], Fiber Box [ ], Barrel [ ], Reel [ ],

Drum [ ],

Other (specify) \_\_\_\_\_;

**(ii) Shipping configuration: Knocked-down [ ], Set-up [ ],**

Nested [ ],

Other (specify) \_\_\_\_\_;

**(iii) Size of container:**

\_\_\_\_\_ " (Length), \_\_\_\_\_ " (Width), \_\_\_\_\_ " (Height) =

\_\_\_\_\_ Cubic Ft;

**(iv) Number of items per container \_\_\_\_\_ each;**

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(v) Gross weight of container and contents \_\_\_\_\_ Lbs;  
(vi) Palletized/skidded [ ] Yes [ ] No;  
(vii) Number of containers per pallet/skid \_\_\_\_\_;  
(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_

Lbs Cube \_\_\_\_\_;

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \*

(A) Size of railcar \_\_\_\_\_

(B) Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_ \*

(A) Size of trailer \_\_\_\_\_ Ft

(B) Type of trailer \_\_\_\_\_

\* Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation: ;

(ii) Tender/Tariff: ;

(iii) Item: .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS**

**52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD**

**52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR**

**52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR**

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/>.

(End of Clause)

**52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**

**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

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(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)